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BOARD OF TRUSTEES OF THE
BOILERMAKER VACATION TRUST

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE
BOILERMAKER VACATION TRUST,

Plaintiff,

vs.

SKELLY, INC.; SKELLY MECHANICAL,
INC.,

Defendant.

Case No. CV 06-1647 SI

**[PROPOSED] ORDER GRANTING
MOTION FOR ENTRY OF DEFAULT
AND DEFAULT JUDGMENT**

Date: January 5, 2007
Time: 9:00 a.m.
Courtroom: 10
Judge: Hon. Susan Illston

This matter came on regularly for hearing at 9:00 a.m. on January 5, 2007. Having considered the papers filed regarding this Motion, the pleadings on file, and the argument of counsel, the Court finds:

Plaintiff's Motion for Entry of Default and Default Judgment is granted in its entirety.

THE COURT THEREFORE ORDERS THE FOLLOWING:

1. Default is entered against Defendants;
2. Default judgment is entered against Defendants and in favor of Plaintiff;
\$32,768.79
3. Plaintiff is awarded \$32,603.91, which is the sum of known, unpaid contributions of \$24,111.42, twenty percent liquidated damages on that amount of \$4,822.28, and interest on the

\$3,195.91 \$639.18

principal amounts of the overdue contributions and liquidated damages of ~~\$3,058.50~~ and ~~\$611.70~~,
respectively;

3. Defendants shall submit to an audit by the Trust, at Defendants' expense, to determine the extent of Skelly Mechanical, Inc.'s delinquency and ability to meet its obligations under the CBA and Trust Agreement, from December 2004 and forward through the completion of the audit;

4. Defendants shall pay to the Trust any additional contributions, liquidated damages, and interest (accrued through date of payment) determined to be unpaid and owed to the Trust as a result of the audit in item 3 above;

5. Skelly Mechanical shall perform and continue performing its obligations under the Trust Agreement and the Collective Bargaining Agreement ("CBA");

6. Skelly Mechanical shall submit to the Trust reports of the hours worked by its employees, as required under the CBA and Trust Agreement;

7. Plaintiff is awarded \$24,286.25 representing the Board's attorney's fees and costs;
and

8. This Court will retain jurisdiction over this Action to monitor Skelly Mechanical's ongoing obligations to make contributions and other payments under the Trust Agreement and CBA and to submit to the Trust reports of the hours worked by its employees as well as Defendants' compliance with the audit ordered herein.

IT IS SO ORDERED.

1/26/07

DATED: _____



Honorable Susan Illston
United States District Court Judge